

04-10-2003

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Form PTO-1594
(Rev. 10/02)
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ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
A.M. Castle & Co.

4-7-03

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 20, 2003

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association, as Collateral AgentInternal
Address: Goodwin SquareStreet Address: 225 Asylum Street, 23rd FloorCity: Hartford State: CT Zip: 06103

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other National Association

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See attached Schedule AAdditional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Nicole M. SarubbiInternal Address: Bingham McCutchen LLPStreet Address: One State StreetCity: Hartford State: CT Zip: 061036. Total number of applications and
registrations involved: _____

49

7. Total fee (37 CFR 3.41).....\$ 1240

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature

DBYRNE 00000019 1544169

Nicole M. Sarubbi

Name of Person Signing

Signature

April 4, 2003

Date

Total number of pages including cover sheet, attachments, and document:

25

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002702 FRAME: 0321

CONTINUATION OF RECORDATION FORM COVER SHEET

2. Name of conveying party(ies)

Total Plastics, Inc.

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Other_____

Additional name(s) of conveying part(ies) attached? ☐ Yes ☒ No

SCHEDULE A

Trademark Registration Numbers

1,544,169	1,338,782
1,009,462	1,485,673
1,295,685	1,494,616
1,338,782	1,509,629
1,932,161	1,868,639
1,654,716	2,053,333
1,654,717	2,093,452
1,654,718	2,130,876
1,681,773	2,248,387
1,655,225	2,248,378
1,658,801	2,314,848
1,921,474	2,307,942
1,904,079	2,091,773
1,796,753	1,336,048
1,841,174	
2,240,920	
2,250,113	
2,338,959	
2,482,989	
2,520,521	
2,373,599	
2,373,598	
2,248,387	
2,385,887	
2,220,853	
1,544,169	
1,295,685	
76-389683	
2,112,867	
2,120,410	
1,218,679	
1,218,678	
1,272,222	
1,336,058	
1,297,178	

TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

Dated as of March 20, 2003

among

A. M. Castle & Co.,

Total Plastics, Inc.

and

U.S. Bank National Association, as Collateral Agent

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of March 20, 2003 among A. M. Castle & Co., a Maryland Corporation ("**Castle**"), Total Plastics, Inc. ("**TPI**", and together with Castle, collectively the "**Pledgors**"), and U.S. Bank National Association, as collateral agent (hereinafter, in such capacity, the "**Collateral Agent**") pursuant to, and for the benefit of the Secured Parties (as hereinafter defined) which are, or may in the future become, parties to a Collateral Agency and Intercreditor Agreement dated as of March 20, 2003 (as amended and in effect from time to time, the "**Intercreditor Agreement**"), to which the Pledgors, the Secured Parties and the Collateral Agent are parties.

WHEREAS, the Pledgors have previously entered into various financing arrangements with the Secured Parties;

WHEREAS, the Pledgors have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, a Security Agreement (as may be amended from time to time, the "**Security Agreement**"), pursuant to which the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all of the Pledgors' personal property and fixture assets other than Excluded Collateral, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Secured Obligations (as defined in the Intercreditor Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Intercreditor Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks has the meaning assigned to such term in Section 2.1 hereof.

Associated Goodwill means all goodwill of the Pledgors and their respective business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks means all of each Pledgor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for,

replacements of, and all products and proceeds of any and all of the foregoing (in each case, other than Excluded Collateral).

PTO means The United States Patent and Trademark Office.

Related Assets means all assets, rights and interests of each Pledgor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Pledgors, or subject to its demand for possession or control, related to the production, delivery, provision and sale by either of the Pledgors, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of either of the Pledgors in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of either of the Pledgors, their affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by either of the

Pledgors (or any of their affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement means this Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights means any and all past, present or future rights and interests of either of the Pledgors pursuant to any and all past, present and future franchising or licensing agreements in favor of either Pledgor, or to which either Pledgor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of either Pledgor or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which either Pledgor is a party.

Trademark Registrations means all past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of either Pledgor or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights means any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of either Pledgor or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

Trademarks means all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of either Pledgor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by either Pledgor or are now owned, held or used by either Pledgor, in either Pledgor's business, or with either Pledgor's products and services, or in which either Pledgor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by either Pledgor in either Pledgor's business or with either Pledgor's products and services, or in which any Pledgor in the future acquires any right, title or interest.

Use with respect to any Trademark, means all uses of such Trademark by, for or in connection with either Pledgor or its business or for the direct or indirect benefit of either Pledgor or its business, including all such uses by each Pledgor itself, by any of the affiliates of any Pledgor, or by any franchisee, licensee or contractor of either Pledgor.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Secured Obligations, each Pledgor hereby unconditionally grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent for the benefit of the Secured Parties. In addition, each Pledgor has executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "**Assignment of Marks**"). Each Pledgor hereby authorizes the Collateral Agent, subject to the terms and conditions of the Intercreditor Agreement, to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, each Pledgor absolutely and directly grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Secured Parties, the Pledgors' entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of any one or more of the Secured Obligations is automatic under the Credit Documents or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by such Pledgor to the Collateral Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement each Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and

interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Pledged Trademarks (and any and all obligations of either or both of the Pledgors with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of either or both of the Pledgors) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Pledgor represents, warrants and covenants as of the date hereof that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Pledgor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of each Pledgor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of each Pledgor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of each Pledgor's knowledge, there is no infringement by either Pledgor of the trademark rights of others; (vi) each Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of their respective Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that either Pledgor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Pledgors not to sue third persons, other than the security interest and assignment created by the Security Agreement, this Trademark Agreement and the Liens permitted by each of the Loan Documents; (vii) each Pledgor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (viii) each Pledgor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) each Pledgor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Collateral Agent a valid and perfected security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the Secretary of State for the State of Maryland (in the case of the Company) and Delaware (in the case of TPI) under the relevant Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by either or both of the Pledgors or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by either or both of the Pledgors, or (B) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Each Pledgor hereby grants to the Collateral Agent and its employees and agents the right to visit such Pledgor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Collateral Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Pledgors' business consistent with its past practices, or any such licenses to the Company or any Guarantor neither Pledgor will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks (other than Liens permitted by each of the Loan Documents and the Intercreditor Agreement), or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with its obligations under this Trademark Agreement or the Security Agreement; provided, however, that nothing contained herein should be construed to limit or prohibit either Pledgor from selling, assigning, transferring, licensing, alienating or otherwise disposing of any Pledged Trademark if such sale, assignment, transfer, licenses, alienation or other disposition is (A) effectuated in accordance with any applicable terms of the Credit Documents and the Intercreditor Agreement or (B) to the Company or any Guarantor.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Secured Obligations shall have been finally paid and satisfied in full, either Pledgor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights (other than Excluded Collateral), the provisions of this Trademark Agreement (other than Section 3 hereof) shall automatically apply thereto and such Pledgor shall promptly provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein.

6.2. Amendment to Schedule. Each Pledgor authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Trademarks, without the necessity of either Pledgor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Trademarks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. TRADEMARK PROSECUTION.

7.1. Pledgor Responsible. Each Pledgor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks.

7.2. Pledgor Duties, etc. Each Pledgor shall have the right and the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of

this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations, in each case, unless such application, Trademark Registration or Trademark is no longer material to such Pledgor's business. Any expenses incurred in connection with such applications and actions shall be borne by the Pledgors. Neither Pledgor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld; unless such application, Trademark Registration or Trademark is no longer material to such Pledgor's business, in which case no consent shall be required.

7.3. Pledgor Enforcement Rights. Each Pledgor shall have the right and the duty to bring suit or other action in such Pledgor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Either Pledgor may require the Collateral Agent to join in such suit or action as necessary to assure such Pledgor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent or any Secured Party to any risk of liability. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Collateral Agent pursuant to this Section 7.3.

7.4. Protection of Trademarks, etc. In general, each Pledgor shall take any and all commercially reasonable actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks as long as they remain material to each Pledgor's business. Neither Pledgor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks, unless such Pledged Trademark is no longer material to such Pledgor's business.

7.5. Notification by Pledgors. Promptly upon obtaining knowledge thereof, the Pledgors will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or either Pledgor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of either Pledgor or the Collateral Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in the Intercreditor Agreement, the Security Documents and the other Credit Documents, and those allowed by law) the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Illinois, and, without limiting the generality of the foregoing, the Collateral Agent may, subject to the terms and conditions of the Intercreditor Agreement, immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to either or both of the Pledgors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that either Pledgor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all reasonable expenses incurred by the Collateral Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Pledgors at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Pledgor hereby agrees shall be reasonable notice of such public or private sale or other disposition. In exercising any remedies hereunder, the Collateral Agent agrees that it shall take the same action with respect to the Associated Goodwill that it takes with respect to the Pledged Trademarks.

9. COLLATERAL PROTECTION.

If either Pledgor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of either Pledgor shall be breached, the Collateral Agent, in its own name or that of either Pledgor (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and each Pledgor agrees promptly to reimburse the Collateral Agent for any reasonable cost or expense incurred by the Collateral Agent in so doing.

10. POWER OF ATTORNEY.

Each Pledgor does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as such Pledgor's true and lawful attorney-in-fact, with full power of substitution and with the power, if any Event of Default shall have occurred and be continuing, to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Pledgor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts

that such Pledgor is obligated to execute and do hereunder. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Collateral Agent and the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

Each Pledgor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, using reasonable efforts to obtain consents of third parties), as the Collateral Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant and perfection of the Collateral Agent's security interest in the Pledged Trademarks so long as such Pledged Trademark is material to such Pledgor's business.

12. TERMINATION.

Upon either final payment and performance in full of the Secured Obligations and the cancellation or termination of any commitment to extend credit under the Credit Documents or satisfaction of all the conditions set forth in Section 14.5 of the Intercreditor Agreement, this Trademark Agreement shall terminate and the Collateral Agent shall, at the request of either Pledgor, execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Pledgors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent by the Pledgors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Collateral Agent pursuant hereto or the Security Agreement. Upon satisfaction of the conditions set forth in Section 14.6 of the Intercreditor Agreement, this Trademark Agreement will terminate with respect to the Pledged Trademarks being released in accordance with such Section 14.6 and the Collateral Agent shall, at such Pledgor's request and expense, execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Pledgor the entire right, title and interest to such Pledged Trademarks, together with any moneys and other property related to the Pledged Trademarks held by the Collateral Agent hereunder.

13. COURSE OF DEALING.

No course of dealing between either or both of the Pledgors and the Collateral Agent or any Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any

right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Collateral Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Pledgors.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by either Pledgor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the highest rate of interest for overdue principal set forth in any one or more of the Credit Documents commencing 30 days after such Pledgor's receipt of a written notice that such amounts are due and owing. For the avoidance of doubt, all principal, interest and other amounts due under any Credit Document shall bear interest, and default interest, as provided in such Credit Document.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF EITHER OR BOTH OF THE PLEDGORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING EITHER PLEDGOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE PLEDGORS.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be delivered in the manner set forth in Section 14.4 of the Intercreditor Agreement.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Collateral Agent (with the consent of the Requisite Parties) and each Pledgor, except as provided in Section 6.2. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent and the Requisite Parties. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF STATE OF ILLINOIS. Each Pledgor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of Illinois or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Pledgor by mail at the address specified in Section 17. Each Pledgor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH PLEDGOR, EACH SECURED PARTY AND THE COLLATERAL AGENT WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Pledgor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Pledgor (i) certifies that neither the Collateral Agent or any Secured Party nor any representative, Collateral Agent or attorney of the Collateral Agent or any Secured Party has represented, expressly or otherwise, that the Collateral Agent or any Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Intercreditor Agreement the Collateral Agent and the Secured Parties are relying upon, among other things, the waivers and certifications contained in this Section 20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Pledgor and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Intercreditor Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Intercreditor

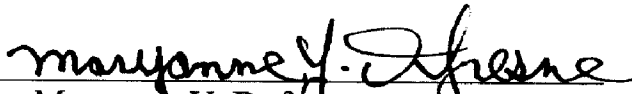
Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Pledgor acknowledges receipt of a copy of this Trademark Agreement.

22. SUBJECT TO INTERCREDITOR AGREEMENT.

Any and all rights granted to the Collateral Agent under this Trademark Agreement are to be held and exercised by the Collateral Agent as collateral agent for the benefit of the Secured Parties pursuant to the provisions of the Intercreditor Agreement. Each of the Secured Parties shall be a beneficiary of the terms of this Trademark Agreement. Any and all obligations under this Trademark Agreement of the parties to this Trademark Agreement, and the rights and indemnities granted to the Collateral Agent under this Trademark Agreement, are created and granted subject to, and in furtherance (and not in limitation) of, the terms of the Intercreditor Agreement and the rights and indemnities of the Secured Parties contained therein shall apply equally to this Trademark Agreement. Nothing in this Trademark Agreement expressed or implied is intended or shall be construed to give to any Person other than the Pledgors, the Secured Parties and the Collateral Agent any legal or equitable right, remedy, or claim under or in respect of this Trademark Agreement or any covenant, condition, or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Pledgors, the Secured Parties and the Collateral Agent. Notwithstanding anything herein to the contrary, the Collateral Agent shall exercise its rights and powers subject to the direction and indemnity of the Secured Parties as provided in the Intercreditor Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

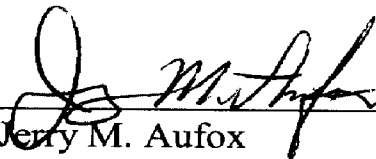
**U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent**

By: 
Name: Maryanne Y. Dufresne
Title: Assistant Vice President

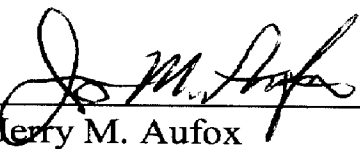
[Signature Page to Trademark Collateral and Security Pledge Agreement]

**TRADEMARK
REEL: 002702 FRAME: 0337**

A. M. CASTLE & CO.

By:  _____
Name: Jerry M. Aufox
Title: Secretary

TOTAL PLASTICS, INC.

By:  _____
Name: Jerry M. Aufox
Title: Secretary

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

On this the 21st day of March, 2003, before me appeared Jerry M. Aufox, the person who signed this instrument, who acknowledged that he is the Secretary of A.M. Castle & Co. and that being duly authorized he signed such instrument as a free act on behalf of A.M. Castle & Co.



A handwritten signature of Lupe Luna in cursive script, written over a horizontal line.

Notary Public

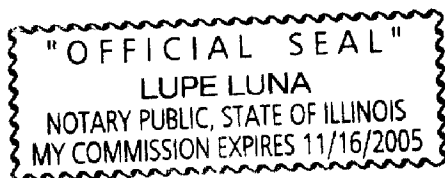
My commission expires: 11/16/2005

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

On this the 21st day of March, 2003, before me appeared Jerry M. Aufox, the person who signed this instrument, who acknowledged that he is the Secretary of Total Plastics, Inc. and that being duly authorized he signed such instrument as a free act on behalf Total Plastics, Inc.



A handwritten signature of Lupe Luna in cursive script, written over a horizontal line.

Notary Public

My commission expires: 11/16/2005

Schedule A

Trademarks and Service Marks

I. Registered Trademarks

Owner	Title/Description	Registration Number	Date
A.M. Castle & Co.	SuperCut 150	1,544,169	06/20/89
	Castle Metals	1,009,462	04/29/75
	orange & blue round castle design logo	1,295,685	09/18/84
	blue & orange square castle design logo	1,338,782	06/04/85
	TELCUT	1,932,161	10/31/95
	TELCUT 20	1,654,716	08/27/91
	TELCUT 40	1,654,717	08/27/91
	TELCUT 50	1,654,718	08/27/91
	PURECUT	1,681,773	04/07/92
	PURECUT 20	1,655,225	09/03/91
	PURECUT 40	1,658,801	10/01/91
	MASTERCUT	1,921,474	09/26/95
	MASTERCUT 60	1,904,079	07/11/95
	ULTRA-TUFF	1,796,753	10/05/93
	TRUHARD	1,841,174	06/21/94
	PARAMAS	2,240,920	04/20/99
	CUSTOM 40 ANNEALED	2,250,113	06/01/99
	PRO-TURN	2,338,959	04/04/00
	PROCUT	2,482,989	08/28/01
	CPT-H	2,520,521	12/18/01
	CPR-H	2,373,599	08/01/00
	CPR	2,373,598	08/01/00
	STRESSFREE	2,248,387	05/25/99
	FORMABLE 400F	2,385,887	09/12/00
	MX (logo) Metal EXPRESS	2,220,853	01/26/99
	SUPERCUT 150 (logo)	1,544,169	06/20/89
	(Castle logo)	1,295,685	09/18/84
	WE MAKE A PLATE LOOK GREAT	76-389683	01/07/03
TPI	TOTAL PLASTICS, INC.	2,112,867	11/11/97
	TPI	2,120,410	12/19/97

II. Registered Service Marks

Owner	Title/Description	Registration Number	Date
A.M. Castle & Co.	Castle Metals – The one call to make if you make it with metal.	1,218,679	11/30/82
	The one call to make if you make it with metal	1,218,678	11/30/82
	Hy-Alloy Steels logo	1,272,222	03/27/84
	“h a” design logo	1,336,058	05/14/85
	light & dark round castle design logo	1,297,178	09/18/84
	CASTLE METALS	1,336,048	05/14/85
	light & dark square castle design logo	1,338,782	06/04/85
	METALINE	1,485,673	04/19/88
	METALINK	1,494,616	06/28/88
	light & dark round castle & Q design logo	1,509,629	10/18/88
	PROCESSED WITH PRIDE	1,868,639	12/20/94
	HA Industries design logo	2,053,333	04/15/97
	QUIK BUY	2,093,452	09/02/97
	CASTLE ADVANCED MATERIALS SPG	2,130,876	01/20/98
	STRESSFree	2,248,387	05/25/99
	STRESSFREE	2,248,378	05/25/99
	CMQ	2,314,848	02/01/00
	HOUSE OF STAINLESS	2,307,942	01/11/00
	METAL EXPRESS	2,091,773	08/26/97

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, [Pledgor], a corporation organized and existing under the laws of the State of _____ (the "**Company**"), has adopted and used and is using the trademarks and service marks (the "**Marks**") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [_____] (the "**Assignee**"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Company, by its duly authorized officer, has executed this assignment, on this [__] day of _____, 2003.

[PLEDGOR]

By: _____

Name:

Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Company to the Assignee is hereby accepted as of the [] day of _____, _____.

[]

By: _____

Name:

Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On this the [] day of _____, 2003, before me appeared [], the person who signed this instrument, who acknowledged that (s)he is the [] of [Pledgor] and that being duly authorized (s)he signed such instrument as a free act on behalf of [Pledgor].

Notary Public

My commission expires:

ANNEX

I. Registered Trademarks

Owner	Title/Description	Registration Number	Date
A.M. Castle & Co.	SuperCut 150	1,544,169	06/20/89
	Castle Metals	1,009,462	04/29/75
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	CMQ	2,314,848	02/01/00
	HOUSE OF STAINLESS	2,307,942	01/11/00
	METAL EXPRESS	2,091,773	08/26/97

Exhibit 1-4

CTDOCS:1525282.12

RECORDED: 04/07/2003**TRADEMARK
REEL: 002702 FRAME: 0345**